

due, or to comply with any of the foregoing covenants, the whole, or any part of the sum of the money hereby secured shall, at the option of the holder or holders of the notes therefor, become due and payable at once, and without notice.

The said parties of the first part shall pay all expenses of collecting the insurance, and in the event action is brought to foreclose this mortgage, a reasonable attorney's fee of not less than an amount equal to five per cent of the principal note or notes herein described shall be added, which this mortgage also secures.

And that said parties of the first part, for said consideration, do hereby expressly waive an appraisal of said Real Estate and personal property and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

SIXTH: It is hereby agreed and understood by and between the parties hereto that the lien of the two notes for FIFTY THOUSAND DOLLARS (\$50,000.00) each, and the note for SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$62,500.00), numbered 28099-B, shall be secondary and inferior to the lien of the six notes for FIFTY THOUSAND DOLLARS (\$50,000.00) each, numbered 28099-A, which shall have priority of payment. In case of foreclosure and sale of the property hereinbefore described under the terms of this instrument, the proceeds of such sale shall be first applied to the payment in full of the principal and interest of the notes for FIFTY THOUSAND DOLLARS (\$50,000.00) each, numbered 28099-A, hereinbefore described then outstanding, before any part of the two notes for FIFTY THOUSAND DOLLARS (\$50,000.00) each or the note for SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$62,500.00) numbered 28099-B, hereinbefore described, or any interest on same, shall be paid.

And in case of any such foreclosure of this mortgage and sale of security under the terms of this instrument, none of the notes for FIFTY THOUSAND DOLLARS (\$50,000.00) each, numbered 28099-A shall have any preference or priority over any of the other notes so numbered, and each note so numbered shall participate ratably with all of the other notes so numbered in the proceeds of such sale. Nor shall the two notes for FIFTY THOUSAND DOLLARS (\$50,000.00) each and the note for SIXTY TWO THOUSAND FIVE HUNDRED (\$62,500.00) numbered 28099-B, have any preference or priority over each other, but each note so numbered shall participate ratably with the other notes so numbered in the proceeds of such sale after the payment in full of the principal and interest of the six notes for FIFTY THOUSAND DOLLARS (\$50,000.00) each, numbered 28099-A.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA,)
COUNTY OF TULSA.) ss.

Henry R. Ketchum
Gertrude H. Ketchum

On this 28th day of November, 1924, before me, the undersigned, a Notary Public in and for the County and State aforesaid personally appeared Henry R. Ketchum and Gertrude H. Ketchum, his wife, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. My commission expires June 18, 1928. (Seal) Hattie N. Kent, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma on Nov. 28th, 1924 at 5:00 P. M. o'clock

Recorded in Book 499, Page 518.

By Bracy Brown, Deputy.

(Seal)

O. C. Weaver, County Clerk.

COMPALED BY
C. B. B. and B.